

Union Tank Car Company

90 Half Day Road
Lincolnshire, Illinois 60015

Direct Tel. No.:

No.

Date SEP 22 1981

Fee \$ 20.00

ICC Washington, D. C.

September 15, 1981

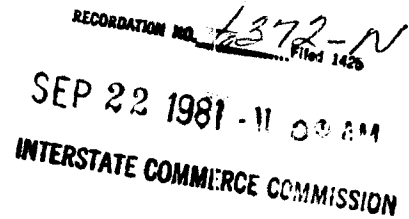
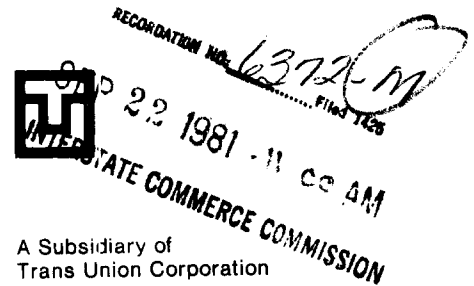
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

We transmit to you herewith by registered mail for recordation pursuant to 49 U.S.C. Section 11303, an original and two certified counterparts of the Seventh Supplemental Equipment Trust Agreement (the "Supplemental Agreement") dated August 20, 1981, by and between Union Tank Car Company, 111 W. Jackson Boulevard, Chicago, Illinois 60604 (the "Company") and Citibank, N.A., 5 Hanover Square, New York, New York 10043 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of October 1, 1971, between the Company and the Bank. The Supplemental Agreement evidences the substitution under the said Equipment Trust Agreement of one railroad car described in Schedule A attached to the Supplemental Agreement.

Also enclosed for recordation is an original and two certified counterparts of a Bill of Sale to the Company from the Bank, which Bill of Sale relates to the five railroad cars in respect of which the aforesaid substitution was made. The railroad cars covered by the said Bill of Sale are described in Schedule B attached thereto. The Bill of Sale releases the Equipment described in Schedule B from the encumbrance created by the Equipment Trust Agreement.

The Supplemental Agreement and the said Bill of Sale should be recorded as supplements to the Equipment Trust Agreement dated as of October 1, 1971, which was recorded with your office on October 26, 1971, and assigned recordation number 6372. We enclose herewith our check in the amount of \$20 payable to the Interstate Commerce Commission to cover the recordation fees.



Secretary

Interstate Commerce Commission

September 15, 1981

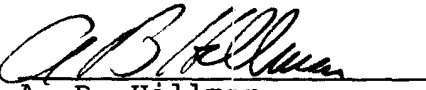
Page Two

Please return the original copy of the Supplemental Agreement and the Bill of Sale to the undersigned at the following address:

2275 Half Day Road
Bannockburn, Illinois 60015

Very truly yours,

UNION TANK CAR COMPANY

By 
A. B. Hillman
Assistant General Counsel

RECORDATION NO. 6372-M Filed 1425

SEP 22 1981 -11 00 AM
INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

The undersigned, Marcia C. Weiner, a Notary Public in and for said County, states that she compared the attached copy of the Seventh Supplemental Equipment Trust Agreement dated the 20th day of August, 1981, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 15th day of September, 1981.

Marcia C. Weiner
Notary Public

My Commission Expires:

June 15, 1984

THIS SEVENTH SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of August 20, 1981, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and CITIBANK, N.A. (formerly known as First National City Bank), a national banking association, as Trustee (the "Trustee").

RECORDATION NO. 1372-M Filed 1428

WITNESSETH:

SEP 22 1981 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of October 1, 1971 (the "Trust Agreement"), providing for an issue of its 7-3/4% Equipment Trust Certificates due October 1, 1991 (the "Trust Certificates"), in aggregate principal amount of \$25,000,000; and

WHEREAS, the Company has filed with the Trustee its Request for a Substitution of Equipment pursuant to Section 5.06 of the Trust Agreement; and

WHEREAS, the Company desires to comply with Section 5.03 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of the aforesaid Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to it duly paid by the Trustee at the execution of these presents, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

ARTICLE ONE

Substitution of Equipment

The Equipment described in Schedule A hereto is hereby substituted for the Equipment specifically described in Schedule A of the Trust Agreement and Schedule B hereto.

ARTICLE TWO

Substituted Equipment Subject to Trust Agreement

The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and

conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement.

ARTICLE THREE

Concerning the Trustee

The Trustee accepts the provisions of this Seventh Supplemental Equipment Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representation and shall have no responsibility as to the validity of this Seventh Supplemental Equipment Trust Agreement.

ARTICLE FOUR

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

This Seventh Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Seventh Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.


Attest:


Secretary

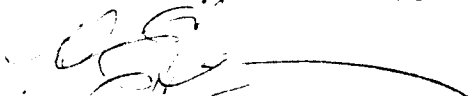
UNION TANK CAR COMPANY

By 
Vice President

Attest:


Assistant Trust Officer

CITIBANK, N.A., as Trustee

By 
Trust Officer
Senior Trust Officer

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS.

On the 20th day of August, 1981, before me personally came W. B. Browder, to me known, who, being by me duly sworn, did depose and say that he resides at 90 Half Day Road, Lincolnshire, Illinois; that he is a Senior Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Marcia C. Weiner
Notary Public

COMMISSION EXPIRES 6/18/84

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

On the 24th day of AUGUST, 1981, before me personally came RALPH E. JOHNSON, to me known, who, being by me duly sworn, did depose and say that he resides at 60 Gramercy Park North, New York, N.Y.; that he is a ^{SENIOR} Trust Officer of CITIBANK, N.A., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by ^{AUTHORITY} order of the Board of Directors of said corporation; and that he signed his name thereto by like ~~order~~ ^{AUTHORITY}.

Daniel C. Brown, Jr.
Notary Public

DANIEL C. BROWN, JR.
Notary Public, State of New York
No. 41-4644153
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1983

SCHEDULE A
DESCRIPTION OF TRUST EQUIPMENT

<u>QUANTITY</u>	<u>A.A.R. MECHANICAL DESIGNATION CODE</u>	<u>CAPACITY IN GALLONS</u>	<u>ROAD NUMBERS</u>
1	TM	26,000	UTLX 2616

SCHEDULE B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
5	L0	3,000 Cu.Ft.	UTLX80346-UTLX80350